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Attorneys for Anna Morse

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

<p>Anna Morse</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Bertrand Management Group, LLC, a.k.a. BM Group, LLC, and Gail Doe.</p>	<p>Case No: <u>'11CV2364 MMACAB</u></p> <p>Complaint For Damages</p> <p>Jury Trial Demanded</p>
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INTRODUCTION

1. Anna Morse, (Plaintiff), through Plaintiff's attorneys, brings this action to challenge the actions of Bertrand Management Group, LLC, a.k.a. BM Group, LLC, and Gail Doe ("Defendants"), with regard to attempts by Defendants to unlawfully and abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.
2. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on personal knowledge.

HYDE & SWIGART
San Diego, California

1 3. While many violations are described below with specificity, this Complaint
2 alleges violations of the statutes cited in their entirety.

3 4. Unless otherwise stated, all the conduct engaged in by Defendants took place
4 in California.

5 5. Any violations by Defendants were knowing, willful, and intentional, and
6 Defendants did not maintain procedures reasonably adapted to avoid any such
7 violation.

8 JURISDICTION AND VENUE

9 6. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. §
10 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

11 7. This action arises out of Defendants' violations of the Fair Debt Collection
12 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair
13 Debt Collection Practices Act, California Civil Code §§ 1788-1788.32
14 ("Rosenthal Act").

15 8. Because Defendants do business within the State of California, personal
16 jurisdiction is established.

17 9. Venue is proper pursuant to 28 U.S.C. § 1391.

18 10. At all times relevant, Defendant conducted business within the State of
19 California.

20 PARTIES

21 11. Plaintiff is a natural person who resides in the City of San Diego, State of
22 California.

23 12. Defendants are located in the City of Ontario, in the State of California.

24 13. Plaintiff is obligated or allegedly obligated to pay a debt, and is a "consumer"
25 as that term is defined by 15 U.S.C. § 1692a(3).

26 14. Defendants are persons who uses an instrumentality of interstate commerce or
27 the mails in a business the principal purpose of which is the collection of
28 debts, or who regularly collects or attempts to collect, directly or indirectly,

debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

15. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a “debtor” as that term is defined by California Civil Code § 1788.2(h).

16. Defendants, in the ordinary course of business, regularly, on behalf of himself, herself, or others, engages in debt collection as that term is defined by California Civil Code § 1788.2(b), is therefore a debt collector as that term is defined by California Civil Code § 1788.2(c).

17. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a consumer debt and “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

18. The true name of Gail Doe is currently unknown to Plaintiff who alleges Gail Doe was responsible in some manner for the injuries sustained by Plaintiff as hereinafter alleged. Plaintiff requests leave to file an amendment to this Complaint alleging the true complete name of Gail Doe when this name has been ascertained.

19. Any acts or omissions of Gail Doe alleged in this Complaint were under the direct control or supervision of Defendant Bertrand Management Group, LLC, and consequently Defendant Bertrand Management Group, LLC is vicariously liable for these acts or omissions.

FACTUAL ALLEGATIONS

20. Sometime before September 28, 2011, Plaintiff is alleged to have incurred certain financial obligations.

21. These financial obligations were primarily for personal, family or household purposes and are therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).

22. These alleged obligations were money, property, or their equivalent, which is due or owing, or alleged to be due or owing, from a natural person to another person and are therefore a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as that term is defined by California Civil Code §1788.2(f).

23. Sometime thereafter, but before September 28, 2011, Plaintiff allegedly fell behind in the payments allegedly owed on the alleged debt. Plaintiff currently takes no position as to the validity of this alleged debt.

24. Subsequently, but before September 28, 2011, the alleged debt was assigned, placed, or otherwise transferred, to Defendants for collection.

25. On or about September 28, 2011, Plaintiff’s co-worker, Sarah Wade, a third party as that phrase is anticipated by 15 U.S.C. §1692c(b), received a telephone call from Defendant Bertrand Management Group, LLC’s representative. This telephone call was a “communication” as 15 U.S.C. §1692a(2) defines that term, and a “debt collection” as that phrase is defined by Cal. Civ. Code § 1788.2(b). This communication to a third party was without prior consent, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a post judgment judicial remedy, and was in connection with the collection of the alleged debt, and with a person other than Plaintiff, Plaintiff’s attorney, a consumer reporting agency, the creditor, the attorney of the creditor, or the attorney of the debt collector. This communication to this third party was not provided for in 15 U.S.C. § 1692b. By making said communication to a third party, Defendant violated 15 U.S.C. § 1692c(b), as well as Cal. Civ. Code § 1788.17.

26. During this conversation with Ms. Wade, Defendant's representative gave Ms. Wade a message for Plaintiff stating that Plaintiff was being sued and that Defendant Bertrand Management Group, LLC was sending a person to Plaintiff's "location" to serve her papers. Defendant's representative told Ms. Wade that Plaintiff's case number was "CA7356ML" and that the call was from "Christopher King" of the "BM Law Group" when in fact no law suit has been initiated against Plaintiff by Defendant and Defendant Bertrand Management Group, LLC is not a law office.
27. This communication was a "debt collection" as Cal. Civ. Code 1788.2 (b) defines that phrase.
28. Through this conduct, Defendants used a false, deceptive, or misleading representation or means in connection with the collection of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e and 15 U.S.C. § 1692e (10), as well as Cal. Civ. Code § 1788.17.
29. Through this conduct, Defendants made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e(2)(A), as well as Cal. Civ. Code § 1788.17.
30. Through this conduct, Defendants made a false representation or implication that any individual is an attorney or that any communication is from an attorney. Consequently, Defendants violated 15 U.S.C. § 1692e(3), as well as Cal. Civ. Code § 1788.17.
31. That same day, September 28, 2011, after Plaintiff received the message, Plaintiff called Defendants and spoke with Defendant Gail Doe. Gail Doe told Plaintiff that she sent a dunning letter eight (8) months prior Plaintiff's home address. Gail Doe told Plaintiff that the letter stated that failure to pay the amount would result in legal action. Plaintiff contacted the original creditor of the alleged underlying debt and found that eight (8) months prior, the original creditor still owned the account.

32. Through this conduct, Defendants made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e(2)(A) as well as Cal. Civ. Code § 1788.17.

33. During that same phone call with Gail Doe, Gail Doe told Plaintiff that Plaintiff had an outstanding debt with Chase Bank and that Chase Bank was suing her, when in fact, no lawsuit has been initiated against Plaintiff by either Defendant or Chase Bank. Gail also identified her employer as the BM “Law Group” or “Law Office”.

34. Through this conduct, Defendants made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e(2)(A) as well as Cal. Civ. Code § 1788.17.

35. Through this conduct, Defendants made a false representation or implication that any individual is an attorney or that any communication is from an attorney. Consequently, Defendants violated 15 U.S.C. § 1692e(3) as well as Cal. Civ. Code § 1788.17.

36. During this conversation, Gail Doe told Plaintiff that if Plaintiff did not pay \$1,900.00 that day, Plaintiff would have to go to court and Plaintiff would end up with a garnishment of Plaintiff’s wages totaling to \$5,000.00.

37. Through this conduct, Defendants represented or implied that nonpayment of any debt would result in the arrest or imprisonment of a person or the seizure, garnishment, attachment, or sale of property or wages of a person when such action was not lawful Defendants did not intended to take such action. Consequently, Defendant violated 15 U.S.C. § 1692e(4) as well as Cal. Civ. Code § 1788.17.

38. Through this conduct, Defendants made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e(2)(A) as well as Cal. Civ. Code § 1788.17.

- 1 39. Also during this conversation, Gail Doe told Plaintiff that since Plaintiff is
2 very young, if Plaintiff had a garnishment, Plaintiff would not be able to get a
3 job for the next five to ten years.
- 4 40. Through this conduct, Defendants represented or implied that nonpayment of
5 any debt would result in the arrest or imprisonment of a person or the seizure,
6 garnishment, attachment, or sale of property or wages of a person when such
7 action was not lawful Defendants did not intended to take such action.
8 Consequently, Defendants violated 15 U.S.C. § 1692e(4) as well as Cal. Civ.
9 Code § 1788.17.
- 10 41. Through this conduct, Defendants made a false representation concerning the
11 character, amount, or legal status of a debt. Consequently, Defendants
12 violated 15 U.S.C. § 1692e(2)(A) as well as Cal. Civ. Code § 1788.17.
- 13 42. Finally, this conversation between Plaintiff and Defendant, Gail Doe, ended
14 after Gail Doe told Plaintiff that a person had already been to Plaintiff's
15 location in Julian, California to serve her documents and that another person
16 would be coming the again on September 29, 2011 to serve Plaintiff.
- 17 43. Through this conduct, Defendants made a false representation concerning the
18 character, amount, or legal status of a debt. Consequently, Defendants
19 violated 15 U.S.C. § 1692e(2)(A) as well as Cal. Civ. Code § 1788.17.
- 20 44. On the same day, September 28, 2011, because Plaintiff was in shock and
21 frightened by the actions Defendants' alleged to be taking against Plaintiff,
22 Plaintiff sought help from her mother, Janet Morse, in dealing with
23 Defendants. Ms. Morse called Defendants' office and was connected to the
24 same person called Gail Doe. Gail Doe disclosed information about the
25 alleged debt to Ms. Morse without the permission of Plaintiff.
- 26 45. Except as provided in 15 U.S.C. § 1692b, and without the prior consent of the
27 consumer given directly to the Defendants, and without the express
28 permission of a court of competent jurisdiction, and for a purpose not

1 reasonably necessary to effectuate a post-judgment judicial remedy,
2 Defendants communicated, in connection with the collection of a debt, with a
3 person other than the consumer, his attorney, a consumer reporting agency,
4 the creditor, the attorney of the creditor, or the attorney of Defendants.
5 Consequently, Defendants violated 15 U.S.C. § 1692c(b) as well as Cal. Civ.
6 Code § 1788.17.

7 46. During this phone conversation between Gail Doe and Ms. Morse, Gail Doe
8 told Ms. Morse that Defendant Bertrand Management Group, LLC has a
9 recording of Plaintiff allegedly admitting to owing the debt. Defendants
10 never disclosed recording any phone conversations with Plaintiff, nor did it
11 ever obtain permission to record. Defendant Gail Doe told Ms. Morse that
12 Defendants record all of its phone calls and that it is not required to disclose
13 such act. Consequently, Defendants violated Cal.PenalCode §§ 631 and 632.

14 47. On or about September 29, 2011, Plaintiff's co-worker, Amanda Smith, a third
15 party, as that phrase is anticipated by 15 U.S.C. §1692c(b), received a
16 telephone call from Defendant Bertrand Management Group, LLC's
17 unidentified representative. This telephone call was a "communication" as 15
18 U.S.C. §1692a(2) defines that term, and a "debt collection" as that phrase is
19 defined by Cal. Civ. Code § 1788.2(b). This communication to a third party
20 was without prior consent, or the express permission of a court of competent
21 jurisdiction, or as reasonably necessary to effectuate a post judgment judicial
22 remedy, and was in connection with the collection of the alleged debt, and
23 with a person other than Plaintiff, Plaintiff's attorney, a consumer reporting
24 agency, the creditor, the attorney of the creditor, or the attorney of the debt
25 collector. This communication to this third party was not provided for in 15
26 U.S.C. § 1692b. By making said communication to a third party, Defendants
27 violated 15 U.S.C. § 1692c(b) as well as Cal. Civ. Code § 1788.17.
28

1 48. On that same occasion, Defendant contacted Ms. Smith by telephone at
2 Plaintiff's place of employment. This telephone call was a "communication"
3 as 15 U.S.C. §1692a(2) defines that term, and a "debt collection" as that
4 phrase is defined by Cal. Civ. Code § 1788.2(b).

5 49. Through this conduct, Defendant communicated with a person other than the
6 consumer for the purported purpose of acquiring location information and
7 communicated with said person more than once without the request to do so
8 by such person and without reasonably believing that the earlier response by
9 said person was erroneous or incomplete and without reasonably believing
10 that such person now had correct or complete location information.
11 Consequently, Defendant violated 15 U.S.C. § 1692b(3) as well as Cal. Civ.
12 Code § 1788.17.

13 50. During that conversation with Ms. Smith, Defendant's representative asked
14 Ms. Smith if Plaintiff was available, if there was anyone Defendant could talk
15 to regarding the debt, if a manager was available to talk about the debt, and if
16 the Defendant could talk about the debt with Ms. Smith. Ms. Smith responded
17 in the negative to all of Defendant's questions and ended the conversation.

18 51. Through this conduct, Defendant communicated with a person other than the
19 consumer for reasons other than acquiring location information.
20 Consequently, Defendant violated 15 U.S.C. § 1692c(b) as well as Cal. Civ.
21 Code § 1788.17.

22 52. Without the prior consent of the consumer given directly to the Defendants or
23 the express permission of a court of competent jurisdiction, Defendant
24 communicated with the consumer in connection with the collection of a debt
25 at the consumer's place of employment when Defendant knew or had reason
26 to know that the consumer's employer prohibited the consumer from
27 receiving such communication. Consequently, Defendant violated 15 U.S.C.
28 § 1692c(a)(3) as well as Cal. Civ. Code § 1788.17.

53. Subsequently, but on that same day, September 29, 2011, Defendant Bertrand Management Group, LLC's representative called Plaintiff's cellular phone twice and left one message stating that a person was coming to Plaintiff's location to serve her papers between 2:00 PM and 4:00 PM.

54. Through this conduct, Defendant threatened to take action that cannot legally be taken or that is not intended to be taken. Consequently, Defendant violated 15 U.S.C. § 1692e(5) as well as Cal. Civ. Code § 1788.17.

55. On or about September 30, 2011, Defendant called Plaintiff's cellular phone three times, and left one message from a person calling herself "Diane" demanding Plaintiff to call her back to resolve the matter. On that same day, after trying to reach Plaintiff, Defendant called Plaintiff's place of employment and spoke with the manager, Christy Connell. During this conversation with Defendant, Ms. Connell advised Defendant that Plaintiff's employer prohibited Plaintiff from receiving such communications at Plaintiff's place of employment in a manner consistent with 15 U.S.C. §1692c(a)(3), and also advised Defendant that calls at Plaintiff's place of employment was inconvenient, as prescribed in 15 U.S.C. §1692c(a)(1) as well as Cal. Civ. Code § 1788.17.

56. Through this conduct, Defendant communicated with a person other than the consumer for the purported purpose of acquiring location information and communicated with said person more than once without the request to do so by such person and without reasonably believing that the earlier response by said person was erroneous or incomplete and without reasonably believing that such person now had correct or complete location information. Consequently, Defendant violated 15 U.S.C. § 1692b(3) as well as Cal. Civ. Code § 1788.17.

1 57. Subsequently, but still on September 30, 2011, Defendant called Plaintiff's
2 mother's place of employment demanding to speak with Plaintiff and to
3 gather information about Plaintiff's whereabouts.

4 58. Through this conduct, Defendant communicated with a person other than the
5 consumer for the purported purpose of acquiring location information and
6 communicated with said person more than once without the request to do so
7 by such person and without reasonably believing that the earlier response by
8 said person was erroneous or incomplete and without reasonably believing
9 that such person now had correct or complete location information.
10 Consequently, Defendant violated 15 U.S.C. § 1692b(3) as well as Cal. Civ.
11 Code § 1788.17.

12 59. The same day, Plaintiff's counsel contact Defendant's office a spoke with
13 "Markay" to inform him that all communication with Plaintiff must now be
14 directed to her counsel as she has retained an attorney in connection with the
15 alleged debt consistent with 15 U.S.C. §1692c(a)(2). Plaintiff's counsel also
16 obtained Defendant's fax number from Markay and successfully faxed a letter
17 stating that Plaintiff is represented by counsel and all communication with
18 Plaintiff must cease.

19 60. After speaking with Plaintiff's counsel and receiving Plaintiff's counsel's fax,
20 Defendant continued to contact Plaintiff's cellular phone twice on October 3,
21 2011, once on October 4, 2011, and once on October 5, 2011 thereby violating
22 Cal. Civ. Code § 1788.14(c) and 15 U.S.C. §1692c(a)(2).

23 61. Plaintiff suffered from fear, anxiety, and shock as a result of Defendants'
24 actions. After speaking with Defendants, Plaintiff was almost hysterical and
25 inconsolable. Plaintiff took time off of work out of fear from Defendants'
26 threats to physically go to Plaintiff's location.

27 //

28 //

CAUSES OF ACTION**COUNT I****FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)****15 U.S.C. §§ 1692 ET SEQ.**

62. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

63. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

64. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants.

COUNT II**ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)****CAL. CIV. CODE §§ 1788-1788.32**

65. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

66. The foregoing acts and omissions constitute numerous and multiple violations of the Rosenthal Act, including but not limited to each and every one of the above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

67. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendants.

COUNT III

INVASION OF PRIVACY

INTRUSION INTO PRIVATE AFFAIRS

68. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

69. Plaintiff had a reasonable expectation of privacy while some of the above conduct took place.

70. Defendants intentionally intruded into this expectation of privacy.

71. Defendants intrusion would be highly offensive to a reasonable person.

72. Plaintiff was harmed.

73. The conduct of Defendants was a substantial factor in causing Plaintiff this harm.

COUNT IV

ILLEGAL TELEPHONE RECORDING

CALIFORNIA PENAL CODE SECTION 632

74. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

75. Defendants intentionally monitored and/or made secret recordings of telephone calls concerning confidential matters between Plaintiff and Defendants, without the consent of Plaintiff, who was a party to the call.

76. This conduct by Defendants violated section 632 of the California Penal Code.

77. Section 637.2 of the California Penal Code section provides a civil remedy to Plaintiff based upon Defendants' violation of California Penal Code section 632.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of actual damages pursuant to California Civil Code § 1788.30(a);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c);
- Special, general, compensatory and punitive damages;
- An amount of \$5,000 for each violation of section 632 of the California Penal Code, or three times the amount of any actual damages sustained by Plaintiff, whichever is greater.

78. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

Hyde & Swigart

Date: October 12, 2011

By: /s/ Joshua B. Swigart
Joshua B. Swigart
Attorneys for Plaintiff

HYDE & SWIGART
San Diego, California

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Anna Morse

(b) County of Residence of First Listed Plaintiff San Diego, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Hyde & Swigart
411 Camino Del Rio South Suite 301, San Diego, CA 92108

DEFENDANTS

County of Residence of First Listed Defendant San Bernardino, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

'11CV2364 MMACAB**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1692 et seq.

Brief description of cause:
Unfair Debt Collection Practices

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 75,001.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

October 12th, 2011

/s/Joshua B. Swigart

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____